

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

REENA S. MATHEW,

Plaintiff,

VS.

SANTANDER CONSUMER USA INC.,

Defendant.

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CIVIL ACTION NO. 3:23-CV-01494-N

**DEFENDANT’S REPLY IN SUPPORT OF ITS
EMERGENCY MOTION FOR SETTLEMENT CONFERENCE**

TO THE CHIEF UNITED STATES DISTRICT JUDGE DAVID C. GODBEY:

Defendant Santander Consumer USA, Inc. (“Santander”) hereby files this Reply (“Reply”) to Plaintiff Reena Mathew’s (“Mathew”) Response (“Response”) to Santander’s Emergency Motion for Settlement Conference (“Motion”).

I.

Santander appreciates that Mathew no longer opposes a settlement conference conducted by a federal judge. Santander looks forward to receiving the details of the settlement conference and will be participating in good faith. Santander nevertheless feels compelled to submit this Reply to clarify misstatements made by Mathew in her Response.

Contrary to Mathew’s representation, the parties did not agree to forego mediation. Santander proposed in August 2024 that the parties proceed to mediation. Mathew responded by dictating a handful of conditions for a mediation, including, but not limited to, Santander’s having to convey a settlement offer prior to the mediation of an amount of money designated by Mathew and Santander’s committing that it would, during the mediation, respond to each decreased

settlement demand conveyed by Mathew with an increased settlement offer and within the exact amount of time designated by Mathew. Santander refused to proceed to mediation under such conditions. There could be no reasonable interpretation that this exchange was somehow an agreement between the parties not to proceed to mediation.

Even in now walking back her staunch opposition to a settlement conference from earlier this week, Mathew still seeks to impose the condition that Santander convey beforehand a settlement offer responding to the number that Mathew now characterizes as a settlement demand.

Additionally, Santander could not have interpreted Mathew's conveyance of pre-mediation conditions as a settlement demand. Mathew chilled settlement negotiations by placing unreasonable pre-conditions on Santander.

Santander would point out that the parties' filings requesting, opposing, and acquiescing to a settlement conference epitomize the disconnect between them in their communications, and reinforce that a settlement conference hosted by a federal judge will be the best, and perhaps only, way the parties can be pushed to explore the prospect of settlement.

Again, Santander believes that a settlement conference before Judge Godbey or Judge McKay would provide the best opportunity for the parties and their counsel to explore the prospect of settlement and receive neutral insight on their respective cases. Perhaps the parties will hear things about their cases that they have been unwilling to appreciate beforehand on this long journey. But such exercise may be exactly what it will take to get this case settled.

PRAYER

For the foregoing reasons, Santander respectfully requests that the Court grant its Motion and require the parties and their counsel to appear for a settlement conference with Judge Godbey or Judge McKay during the week of February 17, 2025, or shortly thereafter.

Respectfully submitted,

HALLETT & PERRIN, P.C.
1445 Ross Avenue, Suite 2400
Dallas, Texas 75202
214.953.0053
(f) 214.922.4142

By: Monte K. Hurst
Monte K. Hurst
State Bar No. 00796802
Monte.Hurst@hallettperrin.com

Clayton S. Carter
State Bar No. 24120750
CCarter@hallettperrin.com

*Counsel for Defendant
Santander Consumer USA Inc.*

CERTIFICATE OF SERVICE

On February 13, 2025, I filed the foregoing document with the Clerk of the Court of the U.S. District Court for the Northern District of Texas. I hereby certify that I have served the document on Plaintiff's counsel as follows in compliance with Rule 5(b) of the Federal Rules of Civil Procedure:

Mr. Donald E. Uloth
DONALD E. ULOTH, P.C.
18208 Preston Road, Suite D-9 # 261
Dallas, Texas 75248
Don.Uloth@uloth.pro

Monte K. Hurst
Monte K. Hurst